

VICAN Mobile Application

LEGAL NOTICES AND GENERAL TERMS OF USE

Applicable Version on 11/05/2022

The VICAN Application is published by PALFINGER FRANCE, a simplified joint stock company with a capital of one million euros, whose registered office is located in LIVRON SUR DROME (26250) - 195, rue de la Biovallée, registered with the RCS of ROMANS under the number 302 607 700,

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Article 1. Legal framework

The Application is published by PALFINGER FRANCE, a simplified joint stock company with a capital of one million euros, whose registered office is located at LIVRON SUR DROME (26250) - 195, rue de la Biovallée, registered with the RCS of ROMANS under the number 302 607 700,

Represented by Mrs Emilie FRAISSE as legal representative (hereinafter referred to as "Publisher").

Acceptance of these General Terms of Use (hereinafter referred to as "GTU") is a prerequisite for the use of the Service described herein. The GTU are permanently accessible on the Application.

The User acknowledges that by using the VICAN Application published by the Publisher, he/she undertakes to comply with the present General Terms of Use.

Any use of the VICAN Application implies express, unreserved and full acceptance of these GTU.

Article 2. Purpose

The Application allows Users, having previously downloaded the Application, by means of their smartphone or tablet or the vehicle's on-board screen, available on Android via several download platforms, to benefit from the various services available on the VICAN Application (the "Services").

The VICAN Application is operational with the Android application system version 4.0.3 or any later version that may be developed, and subject to the compatibility of the smartphone or tablet used or the vehicle's on-board screen.

The "User" refers to any natural person over the age of 18 who downloaded the Application.

Article 3. Access to the Services

To download and use the Application, the User must ensure that he/she has the following equipment and access:

- Hardware and operating system: Smartphone or tablet or vehicle's on-board screen with the following minimum versions: Android 4.0.3
- Bluetooth 2.0
- Sufficient internet connection in case of a request for assistance

Article 4. Obligations of the User

The User acknowledges that he/she is subject to these GTUs and expressly undertakes:

- in general, to comply with all applicable laws and regulations.
- to download the Application on his/her equipment for exclusive personal and non-commercial use;
- not to extract or re-use, including for private purposes, without prior written authorisation from the Publisher, any part of the content of the Application;
- not to engage in any act of reverse engineering of the Application;
- not to set up systems that may damage the integrity of the Application or violate these GTU;
- to inform the Publisher as soon as he/she becomes aware of any malicious act, in particular counterfeiting or dissemination of content prohibited by law, and of any illicit or non-contractual use of the Application, regardless of the method of dissemination.

Article 5. Intellectual property rights and user licence

The Publisher is the owner of the intellectual property rights on all the elements composing the Application (including its editorial, its graphic charter, its tree structure, its navigation interfaces, its databases, etc.).

The Publisher grants the User a personal right to use the VICAN Application and its content. This right is granted on a non-exclusive, revocable, non-assignable, non-transferable basis, worldwide and free of charge and for the sole use of the Application, to the exclusion of any other purpose.

In this respect, without the prior written authorisation of the Publisher, the User may not reproduce, represent, adapt, translate and/or transform, in whole or in part, the source codes or objects of the VICAN Application, and/or transfer to another application and/or another website any element or data composing the Application.

Any reproduction of the trademarks and/or logos appearing on the Application, by any means whatsoever, without prior written authorisation from the Publisher, is strictly prohibited.

Any violation of the foregoing provisions constitutes an act of infringement liable to engage the civil and/or criminal liability of its author.

Article 6. Personal data

The processing of personal data is stated in the Privacy Policy.

Article 7. Responsibility of the Publisher

7.1. Availability of the Application

The User has the right to access and use the Application. Services may be interrupted or suspended, temporarily or permanently, for any reason.

The Publisher endeavours to ensure that the Application is available 24 hours a day, 7 days a week.

However, access to the Application may be interrupted or slowed down for maintenance, hardware or software upgrades, emergency repairs, or as a result of circumstances beyond the Publisher's control (such as failure of telecommunications links and equipment).

The User is aware of the technical hazards related to the Internet or to the smooth functioning of his/her Bluetooth connection, as well as the access interruptions that may result from it.

The Publisher undertakes to take all reasonable measures to limit such disruptions, insofar as they are attributable to it. The User acknowledges and agrees that the Publisher assumes no responsibility for any unavailability, slowdown, suspension or interruption of the Application or the Services.

The User is personally responsible for setting up the technological and telecommunication resources, particularly for Internet access and Bluetooth connexion, required to access the Application and for the knowledge required to use the Internet and to access the Application. The User shall bear the connection and equipment costs associated with accessing the Internet and using the Application.

The User assumes all risk and liability in using the Application.

7.2. Liability of the Company

7.2.1. The Publisher undertakes to provide the Services as a diligent professional, with a simple obligation of means.

7.2.2. The Publisher shall in no circumstances be liable for any indirect or unforeseeable damages within the meaning of Articles 1231-2 and 1231-3 of the French Civil Code, which include, but are not limited to, any lost profit, loss of opportunity, cost of obtaining a substitute service or technology.

7.2.3. The Editor may not under any circumstances be held responsible for, without this list being restrictive :

- the transmission and/or reception of any data and/or information on the Internet ;
- any malfunction of the Internet network preventing the proper functioning and/or operation of one or more Services offered on the Application;
- the failure of any reception equipment or communication lines;
- routing problems;
- the consequences of any virus or computer bug, anomaly, technical failure;
- any damage caused to a User's smartphone or tablet or to the vehicle's on-board screen;
- any technical, hardware or software failure of any kind, which prevents or limits participation in any of the Services offered on the Application or which leads to damage to the User's equipment.

7.3. Force majeure

The Publisher shall not be held liable in the event of force majeure or any other event beyond its control preventing the provision of the Services in accordance with the provisions of the GTU.

7.4. Connection

Connection to the Application and participation of Users in the Services offered on the Application is under their sole responsibility. Under no circumstances shall the Publisher be held responsible for any difficulties or impossibilities for Users to connect to the Application.

7.5. Cancellation - evolution - suspension

The Publisher shall not be held responsible if, for any reason beyond its control, one or more of the Services are modified, postponed or cancelled.

Any evolution or change in the content of the Application may result in an update and/or temporary unavailability of the Application, which shall not in any way engage the responsibility of the Company.

Likewise, the Publisher reserves the right to interrupt or suspend one or more of the Services offered on the Application, at any time and without prior notice, without having to justify this. In this case, the Publisher shall not be held liable in any way and Users shall not be entitled to claim any compensation of any kind.

Article 8. Guarantees

In the event that the responsibility of the Publisher is judicially sought due to a breach by a User of the obligations incumbent upon him in application of the present terms and conditions and of the legislative and regulatory provisions in force, the Publisher may call upon the User to provide a guarantee.

Article 9. Modifications to the Services or to the GTU

The Publisher may amend these GTU at any time. Except when the modifications concern a technical improvement without modifying the essential characteristics of the Services, the modifications shall be brought to the attention of the Users by any means at its convenience.

Any connection to the Application after the User has been informed of changes to the functionality of the Application or the GTU shall constitute acceptance of the changes made.

The version of the GTU accepted by the User expresses the entirety of the obligations between the Publisher and the User, relating to the Services offered by the Company and cancels and replaces any declaration, commitment, oral or written communication, acceptance, contract and prior agreement, relating to the provision of the Services by the Company.

The User may at any time access the GTU in force directly within the application (menu/legal notices - then by clicking on a hypertext link) or directly from the following hypertext link: <http://www.groupe-vincent.fr/index.php?p=groupe/informations-legales>

Article 10. Contact

The User may send a question or a complaint by e-mail to the following address: pole.technique@palfinger.fr or by phone on: + 33 4 75 60 21 79.

Article 11. Duration

These General Terms of Use (GTU) are applicable from 03/01/2022 for an indefinite period.

Article 12. Invalidity

If one or more provisions of these GTUs are considered invalid or inapplicable for any reason whatsoever, the said provision will be corrected only to the extent necessary to make it applicable.

It is specified that if one or more provisions of these GTU are declared invalid or inapplicable, the other clauses will retain all their force and scope.

Article 13. Applicable law - Disputes

The present GTU are governed and interpreted by French law.

Any dispute relating to the interpretation, execution or non-execution of these GTU shall be submitted to the competent courts of Romans sur Isère (26) in FRANCE.